

GENERAL TERMS AND CONDITIONS OF SALES

The following terms and conditions shall be a part of any contract of sale which may be entered into between the buyer and ES Products, Inc. Any terms and conditions in Buyer's purchase order, acknowledgement or any other writing pertaining to such order, irrespective of its wording or of when received by us, which are in conflict or inconsistent with or add to the terms and conditions hereof, will not be acceptable or become a part of any resulting contract without our expressed written consent. Neither acknowledgement and return of a copy of Buyer's purchase order or of other form, irrespective of its terms, nor the filling and shipment of such order, shall constitute acceptance of such conflicting, inconsistent or additional terms, nor shall they in any way operate to modify or change the full effect of the terms and conditions herein.

1. PRICES AND TERMS OF PAYMENT

- A. Prices, freight policy and terms of payment relating to products are published herein. The acceptance of orders is subject to the approval of our Credit Department. Unless otherwise specifically stated herein or agreed upon in writing, our normal terms are net cash within 30 days from the date of invoice, but we reserve the right to require cash with any order. All payments are to be made in United States funds at par.
- B. Prices listed are net prices and are subject to change without notice. The prices at which we invoice will be those in effect at the time of shipment. The prices shown herein may be withdrawn at any time prior to receipt and acceptance of the Buyer's purchase order.
- C. TAXES: Unless otherwise indicated, no Sales, Use, Retailers' Occupations, Service Occupations, Service Use or other similar taxes are included in our prices. The amount of any such taxes which are paid or payable, or assessed, in connection with any order and which are not specifically stated as being included in the purchase price, shall be paid by the customer to us or, if authorized by law, by the customer directly to the taxing authority.
- D. ES Products, Inc. fasteners may be combined in carton lots for pricing purposes.

2. SHIPMENT

- A. The time of delivery named by us is the date for shipping from our plant or warehouse. We will not be liable for delays in delivery caused by any reason beyond our control, including but not limited to acts of God, casualty, civil disturbance, labor disputes, transportation or supply difficulties, any interruption of our facilities, or act of any governmental authority and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.
- B. We are not responsible for damage to or loss of products after delivery to the transportation company. If the customer should have a claim against the transportation company, however, we will cooperate in attempting to secure an adjustment when so requested.
- C. We reserve the right to decide on how to pack or ship unless specific written instructions are given and accepted.

3. FREIGHT CHARGES

- A. Freight charges will be prepaid and invoiced to the customer by us on shipments unless quantity requirements are met for free shipment, or special arrangements have been made.
- B. Premium rate services such as express (Rail or air), airfreight, etc., and special routing will be utilized only when specified by customer. Additional or special freight charges will be prepaid and invoiced to the customer.
- C. Shipments, which are picked up by customer, will not be subject to freight charges.

4. QUALITY • WARRANTY • LIABILITY

- A. WARRANTY: ES Products, Inc. warrants its products for one year from date of sale against defective workmanship and material, and its liability therefore shall be limited to replacing defective products reported defective during the warranty period. ES Products is not responsible for any failure attributable to improper use or installation in any manner inconsistent with manufacturer's specifications. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR PARTICULAR USE. This warranty provides specific legal rights and remedies, which may vary from state to state.
- B. It is expressly understood that our liability is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, arising in connection with the sale or use of or inability to use our products for any purpose.
- C. ES Products reserves the right to void any warranty without job specific fastener withdrawal testing documentation.

5. BOXING AND CARTAGE: No charge is made for boxing or crating required by transportation company for domestic shipment. Cost of special boxing, export boxing, cartage to steamer or transfer expenses will be added to the invoice, unless such charges are shown to be included in the price quoted.

6. DESIGNS, DIMENSIONS AND WEIGHTS: Because we are constantly improving our products, the designs, dimensions and weights shown in our catalogs, while sufficiently accurate for most purposes, are subject to variation. If extreme accuracy is required, additional information and certification will be provided upon request after receipt of order.

7. RETURN OF GOODS: No goods will be accepted for return unless authorized in writing by us. All goods returned will be subject to a 25% restocking charge. Returns will only be accepted on goods returned within one year of original purchase, freight prepaid.

8. CANCELLATION: Suspension or cancellation of orders may be made only upon our written approval and on terms that will indemnify us against all loss.

9. ORDER ACCEPTANCE: Orders shall not be deemed accepted until approved in writing. ES Products, Inc. reserves the right to refuse any order.

10. GENERAL: These terms and conditions are subject to change without notice.

11. PURCHASE ORDERS: ES Products, Inc. will not consider any offer to purchase items unless accompanied by a written and numbered purchase order. All purchase orders to be directed to: ES Products, Inc.